

IN THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE FOR THE TWENTIETH
JUDICIAL DISTRICT AT NASHVILLE

STATE OF TENNESSEE,
Petitioner,

v.

INTERMEDIA PARTNERS SOUTHEAST,
a California general partnership, INTERMEDIA
PARTNERS IV, L.P., a California limited
partnership, and BRENMORE CABLE
PARTNERS, L.P., a California general
partnership, doing business as
INTERMEDIA@HOME,

Respondent.

PETITION

Paul G. Summers, Attorney General and Reporter for the State of Tennessee, (hereinafter "Attorney General"), files this Petition pursuant to Tenn. Code Ann. § 47-18-107 of the Tennessee Consumer Protection Act of 1977 (hereinafter "the Act"), and would respectfully show the Court as follows:

1. The Attorney General, acting pursuant to the Act, has investigated certain acts and practices of Intermedia Partners Southeast, a California general partnership, Intermedia Partners, IV, L.P., a California limited partnership, and Brenmore Cable Partners, a California general partnership, doing business as Intermedia@Home (hereinafter, "Respondents" or Intermedia@Home"). Upon completion of such investigation, the Attorney General has determined that certain of Respondents' acts and practices, more specifically described in Paragraph 2 of this Petition, constitute unfair and deceptive acts or practices affecting the conduct of trade or commerce in the State of Tennessee in violation of Tenn. Code Ann. § 47-18-101, *et seq.* (the Tennessee Consumer Protection Act). More specifically, Respondents'

conduct is violative of Tenn. Code Ann. §§ 47-18-104(a), (b)(18), (b)(27) and 47-18-120.

2. Based upon the investigation of Respondents, the Attorney General alleges the following:

(A) Respondents are in the business of offering Internet services to consumers in the state of Tennessee.

(B) During the course of offering Internet services to consumers, Respondents offered to persons that were not yet their customers the opportunity to obtain a free month of Internet service for every person the consumer encouraged to become one of Respondents' Internet customers. Attached as Collective Exhibit A are samples of the promotions.

(C) Some of the solicitations failed to clearly and conspicuously inform customers that he/she might not receive a free month of service but rather a credit for a portion of a monthly Internet service cost. For example, if the referring consumer was a business and was paying the higher business rate and it referred a general consumer, the business customer would only receive a credit of the amount of the general consumer rate not the business rate.

(D) Respondents' conduct constitutes unfair and deceptive acts or practices.

3. Respondents neither admit nor deny the allegations of Paragraph 2 (A-D).

4. The Attorney General entered into negotiations with Respondents and the parties have agreed to, and the Division has approved, the attached Assurance of Voluntary Compliance.

5. In accordance with the provisions of Tenn. Code Ann. § 47-18-107(c), the execution, delivery and filing of the Assurance does not constitute an admission of prior violation of the Act.

6. The Division, the Attorney General, and the Respondents, the parties who are primarily interested in the matters set forth in Paragraph 2 hereof, have jointly agreed to the Assurance of Voluntary Compliance and join in its filing.

PREMISES CONSIDERED, Petitioner prays

1. That this Petition be filed without cost bond pursuant to the provisions of Tenn. Code Ann. §§ 20-13-101 and 47-18-116.

2. That the Assurance of Voluntary Compliance be approved and filed in accordance with the provisions of the Tennessee Consumer Protection Act.

